



Amendment No. 3
to
Contract No. GA140000059
for
Traffic Signal Various Adjusting Heads
between
McCain Inc.
and the
City of Austin


- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective April 21, 2019 to April 20, 2020. Zero options remain.
- 2.0 The total contract amount is increased by \$133,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/21/2014 – 04/20/2017	\$187,900.00	\$187,900 00
Amendment No. 1: Option 1 04/21/2017 – 04/20/2018	\$133,000 00	\$320,900 00
Amendment No. 2: Option 2 04/21/2018 – 04/20/2019	\$133,000.00	\$453,900 00
Amendment No. 3: Option 3 04/21/2019 – 04/20/2020	\$133,000.00	\$586,900 00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

 4-18-19

Printed Name:

Authorized Representative

McCain Inc.
2365 Oak Ridge Way
Vista, California 92081
www.mccain-inc.com
281-332-8822

Sign/Date:

 4-19-19
Matthew Duree, Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
to
Contract No. GA140000059
for
Traffic Signal Various Adjusting Heads
between
McCain Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective April 21, 2018 to April 20, 2019. One option remains.
- 2.0 The total contract amount is increased by \$133,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/21/2014 – 04/20/2017	\$187,900.00	\$187,900.00
Amendment No. 1: Option 1 04/21/2017 – 04/20/2018	\$133,000.00	\$320,900.00
Amendment No. 2: Option 2 04/21/2018 – 04/20/2019	\$133,000.00	\$453,900.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed

Name:

Authorized Representative

McCain Inc.
2365 Oak Ridge Way
Vista, California 92081
tbryant@mccain-inc.com
281-332-8822

Sign/Date:

Danielle Lord, Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. GA140000059
for
Traffic Signal Various Adjusting Heads
between
McCain Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective April 21, 2017 to April 20, 2018. Two options remain.
- 2.0 The total contract amount is increased by \$133,000.00 by this extension period. The total contract authorization is recapped below.

Action	Action Amount	Total Contract Amount
Initial Term: 04/21/2014 – 04/20/2017	\$187,900.00	\$187,900.00
Amendment No. 1: Option 1 04/21/2017 – 04/20/2018	\$133,000.00	\$320,900.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: *TB* 4-7-17

Printed Name: Travis Bryant
Authorized Representative

McCain Inc.
2365 Oak Ridge Way
Vista, California 92081
tbryant@mccain-inc.com
281-332-8822

Sign/Date: *Linell Goodin-Brown*
Linell Goodin-Brown, Contract Management Supervisor II 4-13-17

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



**Financial Service Department
Purchasing Office**
124 W. 8th Street Suite 310 Austin, Texas 78767

April 21, 2014

McCain Inc.
Attn: Travis Bryant
1320 Hwy 3 S
League City, Texas 77573

Dear Mr. Bryant:

The Austin City Council approved the execution of a contract with your company for Traffic Signal Various Adjusting Heads in accordance with the referenced solicitation.

Responsible Department:	Austin Transportation
Department Contact Person:	Lupe Alvarado
Department Contact Email Address:	Guadalupe.alvarado@austintexas.gov
Department Contact Telephone:	512-974-4095
Project Name:	Traffic Signal Various Adjusting Heads
Contractor Name:	McCain Inc.
Contract Number:	MA 2400 GA140000059
Contract Period:	4/21/14 – 4/20/17
Dollar Amount	\$187,900
Extension Options:	Three (3) 12-month options
Requisition Number:	RQM 2400 13101500027
Solicitation Number:	IFB GLB0004
Agenda Item Number:	36
Council Approval Date:	April 17, 2014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this purchase, please contact the person referenced under Department Contact Person above.

Sincerely,

Georgia L. Billela
Buyer II
Purchasing Office
Financial Service Department

cc: Peggy Ybanez
Lupe Alvarado

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
MCCAIN INC ("Contractor")
for
TRAFFIC SIGNAL VARIOUS ADJUSTABLE HEADS
MA 2400 GA140000059**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between McCain Inc. having offices at League City, Texas and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB GLB0004.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), GLB0004 including all documents incorporated by reference
- 1.1.3 McCain Inc Offer, dated February 18, 2014, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$187,900 for the initial Contract term and \$133,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Total Contract amount Not-to-Exceed amount of \$586,900. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

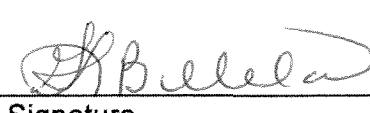
McCain Inc.

CITY OF AUSTIN

Travis Bryant
Printed Name of Authorized Person

Georgia Billela
Printed Name of Authorized Person


Signature


Signature

Texas Sales
Title:

Buyer II
Title:

4/21/2014
Date:

4/21/14
Date:

CITY OF AUSTIN


Printed Name of Authorized Person


Signature

Sr. Buyer
Title:

4/21/14
Date:



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB)

SOLICITATION NO: GLB0004

DATE ISSUED: JANUARY 20, 2014

COMMODITY/SERVICE DESCRIPTION: TRAFFIC SIGNAL 4 AND 5
ADJUSTABLE HEAD

REQUISITION NO.: 2400 13101500027

COMMODITY CODE: 550888

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

GEORGIA L. BILLELA
Buyer II

Phone: (512) 974-2939

E-Mail: georgia.billela@austintexas.gov

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: 2:00 PM ON FEBRUARY 18, 2014

BID OPENING TIME AND DATE: 2:15 PM ON FEBRUARY 18, 2014

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select
this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**SUBMIT TWO COPIES OF ITS SIGNED BID- 1 ORIGINAL, 1 COPY, AND 1 ELECTRONIC
COPY OF YOUR RESPONSE**

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

DEPARTMENT (SMBR) AT (512) 974-7600 TO OBTAIN A LIST OF MBE AND WBE FIRMS AVAILABLE TO PERFORM THE SERVICE AND AM INCLUDING THE COMPLETED NO GOALS UTILIZATION PLAN WITH MY SUBMITTAL. THIS FORM CAN BE FOUND UNDER THE STANDARD BID DOCUMENT TAB ON THE VENDOR CONNECTION WEBSITE:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

IF I AM AWARDED THE CONTRACT I AGREE TO CONTINUE COMPLYING WITH THE CITY'S MBE/WBE PROCUREMENT PROGRAM ORDINANCE AND RULES INCLUDING CONTACTING SMBR IF ANY SUBCONTRACTING IS LATER IDENTIFIED.


THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS SUBMITTING A BINDING OFFER AND IS AUTHORIZED TO BIND THE RESPONDENT TO FULLY COMPLY WITH THE SOLICITATION DOCUMENT CONTAINED HEREIN. THE RESPONDENT, BY SUBMITTING AND SIGNING BELOW, ACKNOWLEDGES THAT HE/SHE HAS RECEIVED AND READ THE ENTIRE DOCUMENT PACKET SECTIONS DEFINED ABOVE INCLUDING ALL DOCUMENTS INCORPORATED BY REFERENCE, AND AGREES TO BE BOUND BY THE TERMS THEREIN.

Company Name: McCaia Inc.

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Travis Bryant

Title: Tx - Sales

Signature of Officer or Authorized Representative: 

* Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award

Section 0835: Non-Resident Bidder Provisions

Company Name McLain Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non-Resident

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: California

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

BID SHEET
CITY OF AUSTIN
Traffic Signal 4 & 5 Section Head
INVITATION FOR BID (IFB) GLB0004

Closing Date and Time: Tuesday, February 18, 2014 at 2:00P.M.(CST)

Buyer: Georgia Billela

Copies of Bid: Bidder to submit two copies of its signed bid - one original and one copy, and 1 electronic

Special Instructions: Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE
1	4 Section Traffic Signal Head - per specificaiton	300	Each	\$151.00
2	5 Section Traffic Signal Head per specification	50	Each	\$192.00
				TOTAL

Additional Product (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

Please provide pricing for additional product. This information will not be used in the evaluation of the bid and is for informational purposes only and there is no guarantee of purchase.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE
3	3 Section Traffic Signal Head - per specificaiton	550	Each	\$142.00

The following documents are required to be completed and submitted with the Offer.
Please check the boxes below as confirmation.


<input checked="" type="checkbox"/>	Offer Sheet
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600)
<input checked="" type="checkbox"/>	Per Section 0500 Specifications 4.2 - four electronic copies of parts catalogues
<input checked="" type="checkbox"/>	Per Section 0500 Specifications 4.3 - certificate indicating that the materials and equipment to be supplied conform to the above specifications.
<input checked="" type="checkbox"/>	Copy of Bidder's return policy and credit memo procedures
<input checked="" type="checkbox"/>	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
<input checked="" type="checkbox"/>	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXECPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID

BID SHEET
CITY OF AUSTIN
Traffic Signal 4 & 5 Section Head
INVITATION FOR BID (IFB) GLB0004

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

DELIVERY METHOD: Bestway

COMPANY NAME: McCaig Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Travis Bryant

EMAIL ADDRESS: tbryant@mccain-inc.com

RMA

Overview

RMAs are created by the Sales Department when a customer needs to return something for Credit, Repair, or Replacement. The RMA is then processed by the RMA Department.

There are four main RMA types that are used:

- **Credit:** When RMA is received, item(s) will go into inventory and credit will be issued to customer.
- **Replace:** Same as Credit type. In addition, a Replacement RMAORD will be generated to ship the customer replacement items.
- **Cross-Ship:** Same as Replace type. Except, that there is the option to generate the Replacement RMAORD prior to the RMA being received. (Note that any items that are not Cross-Shipped prior to the RMA being received will have an RMAORD generated upon receipt, this is typically voided)
- **Repair:** When RMA is received, item(s) will not go into inventory. No credit will be issued. A Process (i.e. Depot Work Order or Repair RTV) must be performed before RMA can be closed.

The Accounting Department ensures that the RMA is processed correctly, creating/changing serial numbers as needed, and performs the final closing of the RMA.

New RMA's

Starting August 1st 2012, Department Manager will need to authorize credits over \$5K.

In order for Accounting Department to process and post credits an authorization from the department manager needs to be included in the CRM. Failure to include the authorization will slow down the closing process.



February 18, 2014

Mr. Lupe Alvarado
City of Austin Traffic

Re: Bid GLB0004 Traffic Signals 4 and 5

This letter is to certify that the signals provided on this contract will meet the specifications laid out by the City of Austin for its 4 and 5 section signal heads.

Thank you for your time and please feel free to contact me with any questions you may have.

Very truly yours,

A handwritten signature in black ink, appearing to be "TB", with a long horizontal line extending to the right.

Travis Bryant

Texas Sales
Direct: 281-723-4781
tbryant@mccain-inc.com

Phone 281-332-8822

Fax 281-332-8820

www.mccain-inc.com

1320 Highway 3 South // League City, Texas 77573 // USA

Part: H0T4E.2731030000
002

Indented BOM W/

PARTS FOR 3, 4, & 5 Section Heads

0	A	H0T4E.2731030	[XXXX]12"
1	A	M19278	VISOR ALUM TUN YEL 12"
2	A	M19262	VISOR TUN 12" PAINTED ONE SIDE (NOT FOR
3	A	M19259	VISOR ALUM TUN RAW 12"
4		M69481	AL SHT,3003,.050X48X108 0.713#/SQ. FT.
3		M19620	POWDER, BLACK, MCCAIN TRAFFIC BLACK PPG
2		M19617	POWDER, MCCAIN,TRAFFIC YELLOW PPG #
1	A	M52946	SIG ALUM Y/Y X/X MC [XXXX]12", AUSTIN
2	A	M20067	LATCH ASSEMBLY
3		M25489	EYEBOLT,1/4-20 X 3/4, OVERALL 1-3/4" LENGTH
3		M25490	NUT,1/4-20,WINGNUT
3		M25491	WASHER,1/4 ID X 5/8 OD,SS
2		M20092	BOLT,CB,1/4-20 X 2",SS
2		M20095	NUT,1/4-20,KEPNUT,STL,ZI
2		M20107	WASHER,COUP,2.5ODX.965ID SS,W/3 SQUARE
2	A	M20113	HOUSING,AL,12",YELLOW
3		M19617	POWDER, MCCAIN,TRAFFIC YELLOW PPG #
3	A	M20109	HOUSING,AL,12",RAW
4		M20073	DOWEL PIN,3/16D X 1/2L,SS
4		M20074	DOWEL PIN,3/16D X 3/4L,SS
4	A	M20109C	HOUSING,AL,12",RAW CASTING
5		M20203	ALUMINUM ALLOY A360.1 ASTM B179-06
2	A	M20127	DOOR,AL,12",YELLOW
3		M19617	POWDER, MCCAIN,TRAFFIC YELLOW PPG #
3	A	M20123	DOOR,AL,12",RAW
4	A	M20123C	DOOR,AL,12",RAW, CASTING
5		M20203	ALUMINUM ALLOY A360.1 ASTM B179-06
2		M20139	GASKET,SIGNAL DOOR .260SQ
2		M20198	LENS CLIP,STAINLESS
2		M20217	SCREW,8-32 X 5/8,HH,SL,SS TYPE F
2		M20229	SCREW,10-24 X 1/4,RH,SL, SS
2		M27119	ROLL PIN,3/16D X 1.25L,SS
2		M27120	SCREW,10-24 X 3/8,TR,SL
2	A	M52706	TERM BLK 6POS 2R QUICK CONECT MAGNUM
3		M69485	TERM BLK,6POS, 2R, QUICK CONECT,

Part: H0T4E.2731030000
002

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3		M25491	WASHER,1/4 ID X 5/8 OD,SS
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4		M20074	DOWEL PIN,3/16D X 3/4L,SS
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3	A	M19259	VISOR ALUM TUN RAW 12"
4		M69481	AL SHT,3003,.050X48X108 0.713#/SQ. FT.
3		M19620	POWDER, BLACK, MCCAIN TRAFFIC BLACK PPG
2		M19617	POWDER, MCCAIN,TRAFFIC YELLOW PPG #
1	A	M52946	SIG ALUM Y/Y X/X MC [XXXX]12", AUSTIN
2	A	M20067	LATCH ASSEMBLY
3		M25489	EYEBOLT,1/4-20 X 3/4, OVERALL 1-3/4" LENGTH
3		M25490	NUT,1/4-20,WINGNUT
3		M25491	WASHER,1/4 ID X 5/8 OD,SS
2		M20092	BOLT,CB,1/4-20 X 2",SS
2		M20095	NUT,1/4-20,KEPNUT,STL,ZI
2		M20107	WASHER,COUP,2.50DX.965ID SS,W/3 SQUARE
2	A	M20113	HOUSING,AL,12",YELLOW
3		M19617	POWDER, MCCAIN,TRAFFIC YELLOW PPG #
3	A	M20109	HOUSING,AL,12",RAW
4		M20073	DOWEL PIN,3/16D X 1/2L,SS
4		M20074	DOWEL PIN,3/16D X 3/4L,SS
4	A	M20109C	HOUSING,AL,12",RAW CASTING
5		M20203	ALUMINUM ALLOY A360.1 ASTM B179-06
2	A	M20127	DOOR,AL,12",YELLOW
3		M19617	POWDER, MCCAIN,TRAFFIC YELLOW PPG #
3	A	M20123	DOOR,AL,12",RAW
4	A	M20123C	DOOR,AL,12",RAW, CASTING
5		M20203	ALUMINUM ALLOY A360.1 ASTM B179-06
2		M20139	GASKET,SIGNAL DOOR .260SQ
2		M20198	LENS CLIP,STAINLESS
2		M20217	SCREW,8-32 X 5/8,HH,SL,SS TYPE F
2		M20229	SCREW,10-24 X 1/4,RH,SL, SS
2		M27119	ROLL PIN,3/16D X 1.25L,SS
2		M27120	SCREW,10-24 X 3/8,TR,SL
2	A	M52706	TERM BLK 6POS 2R QUICK CONECT MAGNUM
3		M69485	TERM BLK,6POS, 2R, QUICK CONECT,



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID: GLB0004 ADDENDUM NO. 1 DATE OF ADDENDUM: January 31, 2014

This addendum is to incorporate changes to the above referenced solicitation:

I. Questions: The following was a question received and the answer:

- 1) Can you please give more detailed information on per specification 0500 4.3 on certificate indicating that the materials and equipment to be supplied conform to the above specs? What is the Certificate?
 - (a) The Manufacture needs to provide a letter on their letter head attesting that all materials and equipment provided conform to our specification signed by company representative. Any material or equipment that does not meet our spec needs to be stated in this letter as well. This letter is to be submitted with their bid.

II. Additional Information

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY:

Georgia L. Billela, Buyer II
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

McLain Inc.
SUPPLIER

AUTHORIZED SIGNATURE

1-31-14
DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)

SOLICITATION NO: GLB0004

COMMODITY/SERVICE DESCRIPTION: TRAFFIC SIGNAL 4 AND 5
ADJUSTABLE HEAD

DATE ISSUED: JANUARY 20, 2014

REQUISITION NO.: 2400 13101500027

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 550888

LOCATION: N/A

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

BID DUE PRIOR TO: 2:00 PM ON FEBRUARY 18, 2014

BID OPENING TIME AND DATE: 2:15 PM ON FEBRUARY 18, 2014

GEORGIA L. BILLELA
Buyer II

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Phone: (512) 974-2939

E-Mail: georgia.billela@austintexas.gov

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select
this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**SUBMIT TWO COPIES OF ITS SIGNED BID- 1 ORIGINAL, 1 COPY, AND 1 ELECTRONIC
COPY OF YOUR RESPONSE**

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	2
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** DOCUMENTS ARE HEREBY INCORPORATED INTO THIS SOLICITATION BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE INCORPORATED IN FULL TEXT. THE FULL TEXT VERSIONS OF THESE SECTIONS ARE AVAILABLE, ON THE INTERNET AT THE FOLLOWING ONLINE ADDRESS:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

IF YOU DO NOT HAVE ACCESS TO THE INTERNET, YOU MAY OBTAIN A COPY OF THESE SECTIONS FROM THE CITY OF AUSTIN PURCHASING OFFICE LOCATED IN THE MUNICIPAL BUILDING, 124 WEST 8TH STREET, ROOM #308 AUSTIN, TEXAS 78701; PHONE (512) 974-2500. PLEASE HAVE THE SOLICITATION NUMBER AVAILABLE SO THAT THE STAFF CAN SELECT THE PROPER DOCUMENTS. THESE DOCUMENTS CAN BE MAILED, EXPRESSED MAILED, OR FAXED TO YOU.

I AGREE TO ABIDE BY THE CITY'S MBE/WBE PROCUREMENT PROGRAM ORDINANCE AND RULES. IN CASES WHERE THE CITY HAS ESTABLISHED THAT THERE ARE NO M/WBE SUBCONTRACTING GOALS FOR A SOLICITATION, I AGREE THAT BY SUBMITTING THIS OFFER MY FIRM IS COMPLETING ALL THE WORK FOR THE PROJECT AND NOT SUBCONTRACTING ANY PORTION. IF ANY SERVICE IS NEEDED TO PERFORM THE CONTRACT THAT MY FIRM DOES NOT PERFORM WITH ITS OWN WORKFORCE OR SUPPLIES, I AGREE TO CONTACT THE SMALL AND MINORITY BUSINESS RESOURCES

DEPARTMENT (SMBR) AT (512) 974-7600 TO OBTAIN A LIST OF MBE AND WBE FIRMS AVAILABLE TO PERFORM THE SERVICE AND AM INCLUDING THE COMPLETED NO GOALS UTILIZATION PLAN WITH MY SUBMITTAL. THIS FORM CAN BE FOUND UNDER THE STANDARD BID DOCUMENT TAB ON THE VENDOR CONNECTION WEBSITE:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

IF I AM AWARDED THE CONTRACT I AGREE TO CONTINUE COMPLYING WITH THE CITY'S MBE/WBE PROCUREMENT PROGRAM ORDINANCE AND RULES INCLUDING CONTACTING SMBR IF ANY SUBCONTRACTING IS LATER IDENTIFIED.

THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS SUBMITTING A BINDING OFFER AND IS AUTHORIZED TO BIND THE RESPONDENT TO FULLY COMPLY WITH THE SOLICITATION DOCUMENT CONTAINED HEREIN. THE RESPONDENT, BY SUBMITTING AND SIGNING BELOW, ACKNOWLEDGES THAT HE/SHE HAS RECEIVED AND READ THE ENTIRE DOCUMENT PACKET SECTIONS DEFINED ABOVE INCLUDING ALL DOCUMENTS INCORPORATED BY REFERENCE, AND AGREES TO BE BOUND BY THE TERMS THEREIN.

Company Name: _____

Federal Tax ID No.: _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

*** Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs.?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs.?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs.?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB GLB0004
Traffic Signal 4 & 5 Heads**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 2:00 PM, one (1) week prior to the bid opening date. Submissions may be made via e-mail to georgia.billela@austintexas.gov or via FAX at 512.974.2388

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB GLB0004
Traffic Signal 4 & 5 Heads**

- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

NOTE: If delivery is made by common carrier, then the requirements for Workers Compensation and Business Automobile insurance listed in Sections 3.B.i and 3.B.iii do not apply. The selected vendor must submit a stated on; planned method of shipment.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of thirty six (36) months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

THIS IS A 36 MONTH CONTRACT

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST 12-MONTH PERIOD

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB GLB0004
Traffic Signal 4 & 5 Heads**

4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **DELIVERY REQUIREMENTS:**

Location:

Days: Monday thru Friday 8:30 AM
to 2:00 PM

Austin Transportation Department

Traffic Signals & Controls

7211 IH 35 North

Austin, Texas 78752

- A. Delivery is to be made within 35 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within twenty four (24) hours of notification by phone from the City. The Traffic Signal Supervisor shall be notified at 512.974.4095 within twenty four (24) hours in advance of any delivery.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Transportation Department
Attn:	A/P Traffic Signals & Controls
Address	1501 Toomey Road
City, State Zip Code	Austin, Texas 78704

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB GLB0004
Traffic Signal 4 & 5 Heads**

7. SAMPLES – EXACT REPLICA:

- A. The Offeror shall submit an exact replica of the goods to be provided per specification. This sample shall be provided within 10 working days after request by the City.
- B. Send samples to the City at the following address:

	City of Austin
Department	Transportation Department / Traffic Signals & Controls
Address	1501 Toomey Road
City, State Zip Code	Austin, Texas 78704
Attn:	Guadalupe Alvarado

- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- D. Samples will be provided at no cost to the City, will be retained by the City, regardless of award of contract. Samples provided will not be considered part of any future order and will not be returned. Samples will be used for use in assuring compliance with materials specifications. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

8. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB GLB0004
Traffic Signal 4 & 5 Heads**

9. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) month period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: BLS- Producer Price Index-Commodities	
Series ID: WPU117603032	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Vehicular and pedestrian traffic control equipment	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: all	

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB GLB0004
Traffic Signal 4 & 5 Heads**

- E. **Calculation:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.
10. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
11. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Name: Guadalupe Alvarado

Email: Guadalupe.alvarado@austintexas.gov

Phone: 512.974.4095

Delete the following for contracts with no anti-lobbying requirements:

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**City of Austin
Purchase Specifications
Solicitation No. IFB GLB0004
Adjustable and Expandable Traffic Signal Heads**

1.0 PURPOSE

This Invitation for Bid (IFB) is to establish the minimum requirements for Adjustable and Expandable Traffic Signal Heads. The bid shall be awarded to the lowest responsive, responsible bidder. This specification for 12" Aluminum Traffic Signal Heads with tunnel visors contains the minimum applicable specifications, functional requirements, material requirement, and any other requirements.

The traffic signal heads described herein shall be designed and constructed in accordance with the latest revision of The Institute of Image Information and Television Engineers (ITE) Technical Report No. 1, "Adjustable Face Vehicle Traffic Control," Signal Head Standard and the additional requirements contained in this specification. The traffic signal heads in this specification SHALL NOT include lenses, reflectors, light emitting diodes (LED's), or bulbs

2.0 PRODUCT REQUIREMENTS

- 2.1 Vendor shall provide four (4) and five (5) section 12 inch traffic signal heads with tunnel visors configured for horizontal installation. Vendor shall provide a three (3) section for informational uses.

3.0 MATERIAL REQUIREMENTS

- 3.1 Traffic signal housings, signal face, and visors shall be of unitized construction. The housings shall be constructed of die-cast corrosion-resistant, non-ferrous metal such as aluminum. They shall have a smooth homogeneous finish and shall be accurately formed and free from pouring faults, sponginess, cracks, blowholes, sharp seams, or other defects affecting their strength, appearance and safe handling.
- 3.2 All traffic signal housings when assembled with doors and mounting attachments shall be dust and moisture proof and shall be of such construction to ensure permanent alignment of all lenses in the signal faces.
- 3.3 The three (3) section signal heads shall be provided with a common terminal block mounted **in the center section of the signal head** assembly in an easily accessible position. It shall be of weatherproof molded construction. The terminal block shall be double row and have a minimum of six double row positions with #10 binder head screws. All neutral wires shall be able to be terminated at two (2) terminal points and the two terminal points shall be connected with a barrier jumper.
- 3.4 The four (4) section signal heads shall be provided with a common terminal block mounted **in either of the two center section of the signal head** assembly in an easily accessible position. It shall be of weatherproof molded construction. The terminal block shall be double row and have a minimum of six double row positions with #10 binder head screws. All neutral wires shall be able to be terminated at two (2) terminal points and the two terminal points shall be connected with a barrier jumper.
- 3.5 The five (5) section signal heads shall be provided with a terminal block mounted in **sections two (2) and four (4) of the section signal head** assembly in an easily accessible position. It shall be of weatherproof molded construction. The terminal blocks shall be double row and have a minimum of six double row positions with #10 binder head screws. All neutral wires shall be able to be terminated at two (2) terminal points; the two terminal points shall be connected with a barrier jumper.

**City of Austin
Purchase Specifications
Solicitation No. IFB GLB0004
Adjustable and Expandable Traffic Signal Heads**

- 3.6 All exposed metal surfaces of the housing, door, and the outside surface of all visors shall be given two (2) coats separately baked on of high grade Federal Yellow enamel. Powder coat paint shall be acceptable instead of enamel paint. The inside surfaces of all visors shall be given two (2) coats of high-grade dull black enamel. Colors shall conform to ITE and Federal Highway Administration Color standards.

4.0 OTHER REQUIREMENTS

- 4.1 **Visor shall be shipped attached to the signal housing.** Extreme care will be exercised when packaging to ensure that the equipment is not broken or damaged during shipment. The visors and head assembly shall be oriented for horizontal installation with the door hinges at the bottom. The visor shall be attached to the door and be held in place with four (4) screws. The visor shall be compatible with Chapel Hill and Siemens signal heads.
- 4.2 The bidder shall provide four (4) parts catalogues with price lists for repair or replacement components. This shall be included with the vendors bid. Parts catalogues should be submitted on a disc or flash drive instead of on paper. If not available, paper catalogues will be accepted.
- 4.3 The bidder will provide a certificate with their bid indicating that the materials and equipment to be supplied conform to the above specifications. Exceptions shall be noted on this certificate and on the bid sheet and may result in disqualification.
- 4.4 The City may test a sample of the signal head under normal conditions. Failure of the equipment to meet these specifications or perform sufficiently during such testing shall be cause to reject the bidder bid.

5.0 WARRANTY

Manufacturers will provide the following warranty provisions. Replacement or repair of any traffic signal head that fails to function as intended due to workmanship or material defects within the first 7 years (84 months) from the date of delivery. A signed letter affirming compliance with this warranty requirement shall be submitted with your bid. Shipping to and from the manufacture for repair and/or replacement shall be the responsibility of the manufacture. Arrangement for shipping from City to the manufacture shall be made within 24 hours of notification in writing or via telephone to the vendor. Repaired units shall be returned within 15 working days to the delivery address specified upon notification of the defective unit. Replaced units shall be returned within 15 working days to the delivery address specified upon notification of the defective unit.

6.0 DELIVERY

The vendor shall ensure the delivery company being used provides their own pellet jack in order for their driver to move the pallets to rear of the truck for the City to access with our fork lift.

BID SHEET
CITY OF AUSTIN
Traffic Signal 4 & 5 Section Head
INVITATION FOR BID (IFB) GLB0004

Closing Date and Time: Tuesday, February 18, 2014 at 2:00P.M.(CST)

Buyer: Georgia Billela

Copies of Bid: Bidder to submit two copies of its signed bid - one original and one copy, and 1 electronic

Special Instructions: Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE
1	4 Section Traffic Signal Head - per specificaion	300	Each	
2	5 Section Traffic Signal Head per specification	50	Each	
				TOTAL

Additional Product (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

Please provide pricing for additional product. This information will not be used in the evaluation of the bid and is for informational purposes only and there is no gaurantee of purchase.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE
3	3 Section Traffic Signal Head - per specificaion	550	Each	

The following documents are required to be completed and submitted with the Offer.
Please check the boxes below as confirmation.

<input type="checkbox"/>	Offer Sheet
<input type="checkbox"/>	Bid Sheet (Section 0600)
<input type="checkbox"/>	Per Section 0500 Specifications 4.2 - four electronic copies of parts catalogues
<input type="checkbox"/>	Per Section 0500 Specifications 4.3 - certificate indicating that the materials and equipment to be supplied conform to the above specifications.
<input type="checkbox"/>	Copy of Bidder's return policy and credit memo procedures
<input type="checkbox"/>	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
<input type="checkbox"/>	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXECPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID

BID SHEET
CITY OF AUSTIN
Traffic Signal 4 & 5 Section Head
INVITATION FOR BID (IFB) GLB0004

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

DELIVERY METHOD: _____

COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID: **GLB0004** ADDENDUM NO. **1** DATE OF ADDENDUM: **January 31, 2014**

This addendum is to incorporate changes to the above referenced solicitation:

I. Questions: The following was a question received and the answer:

- 1) Can you please give more detailed information on per specification 0500 4.3 on certificate indicating that the materials and equipment to be supplied conform to the above specs? What is the Certificate?
 - (a) The Manufacture needs to provide a letter on their letter head attesting that all materials and equipment provided conform to our specification signed by company representative. Any material or equipment that does not meet our spec needs to be stated in this letter as well. This letter is to be submitted with their bid.

II. Additional Information

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY:

A handwritten signature in black ink, appearing to read "G. Billela".

Georgia L. Billela, Buyer II
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

_____	_____	_____
SUPPLIER	AUTHORIZED SIGNATURE	DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Georgia L. Billela
DATE: January 15, 2014

SUBJECT: Request for Determination of Goals for Solicitation No.IFBGLB0004
Project Name: Traffic Signal 4 and 5 Adjustable Head
Commodity
Code(s): 550888
Estimated Value: \$ 312,000.

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

This Invitation for Bid-Best-Value is to establish a Contract for Professional Armored car Services for multiple locations in the City of Austin. The Contractor shall supply all Services directly. Subcontractors are not allowed to provide any part of the Services required under the agreement, unless otherwise approved by the City.

The Departmental Point of Contact is: Belinda Erwin at Phone: 512.974.7885

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 512-974-2939

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons: There are no subcontracting opportunities.


Veronica Lara, Director

Date: 1/16/14

cc: Lorena Resendiz